

REPUBLIQUE DU CAMEROUN  
Paix – Travail – Patrie  
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REGION DU NORD OUEST  
-----  
DÉPARTEMENT DE LA MEZAM  
-----  
ARRONDISSEMENT DE SANTA  
-----  
COMMUNE DE SANTA  
COMMISSION INTERNE DE PASSATION  
DES MARCHES PUBLIC



REPUBLIC OF CAMEROON  
Peace – Work – Fatherland  
-----  
NORTH WEST REGION  
MEZAM DIVISION  
-----  
SANTA SUB DIVISION  
-----  
SANTA COUNCIL  
SANTA COUNCIL INTERNAL  
TENDERS BOARD

## SANTA COUNCIL INTERNAL TENDERS BOARD

### \*\*\*\*\* OPEN NATIONAL INVITATION TO TENDER

## TENDER FILE

N° 006/ONIT/SC/SCITB /2024 OF 12/01/2024 FOR THE  
CONSTRUCTION OF A BLOCK OF TWO (02) CLASSROOMS AND  
HEAD TEACHER'S OFFICE AT GS MAKIMTIKONG-AWING, IN  
SANTA SUB DIVISION, MEZAM DIVISION OF THE NORTH WEST  
REGION BY EMERGENCY PROCEDURE.

PROJECT OWNERS: THE MAYOR, SANTA COUNCIL.  
FINANCING: MINEDUB PUBLIC INVESTMENT BUDGET (PIB) - 2024

BUDGET HEADS

# **Document N°. 1**

## **Tender Notice**

Works which form the subject of this Invitation to Tender shall be financed by the 2024 Public Investment Budget of the Ministry of Basic Education, budget head N°. .....

**8. Bid bond**

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of Finance and whose list is found in document N°. 12 of the Tender File, of an amount of **400 000 CFA (four hundred thousand Francs CFA)** and valid for thirty (30) days beyond the date of validity of bids

**9. Consultation of Tender File:**

The file may be consulted during working hours at the SIGAMP OFFICE in Santa Council, as soon as this notice is published.

**10. Acquisition of Tender File:**

The file shall be obtained from the SIGAMP OFFICE in Santa Council, as soon as this notice is published against payment of the sum of **30 000 CFA francs** (thirty thousand Francs CFA), payable at the Santa Council Municipal Treasury, representing the cost of purchasing the Tender File.

**11. Submission of bids:**

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Mayors Secretariat at Santa Council, **at 10:00 AM** local time and should carry the inscription:

**<< OPEN NATIONAL INVITATION TO TENDER N° 006/ONIT/SC/SCITB/ 2024 OF 12/01/2024 FOR THE CONSTRUCTION OF A BLOCK OF TWO (02) CLASSROOMS AND A HEAD TEACHERS OFFICE AT GS MAKIMTIKONG-AWING IN SANTA SUB DIVISION, MEZAM DIVISION OF THE NORTH WEST REGION BY EMERGENCY PROCEDURE. >>**

***"To be opened only during the bid-opening session"***

**12. Admissibility of bids**

Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of the Invitation to Tender. They must obligatorily not be older than three (3) months preceding the date of submission of bids or may be established after the signature of the tender notice

Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially to the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance. .

**13. Opening of bids:**

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the **02/02/2024 at 11:00 am** local time, in the conference hall of Santa Council, by the Santa Council Internal Tenders Board. Only bidders may attend or be represented by duly mandated persons of their choice.

**14. Evaluation criteria**

The bids shall be evaluated according to the main criteria as follows:

**A. Eliminatory criteria**

1. -Absence or non-conformity of an element in the administrative file; not regularised after 48hrs from opening time.
2. -Deadline for delivery higher than prescribed;
3. -False declaration or falsified documents;
4. -Absence or insufficient bid bond; not corrected after 48hrs of opening time
5. -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. -Incomplete financial file;
7. Omission of a unit price in the financial bid;
8. -Change of quantity or unit;

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## AVIS D'APPEL D'OFFRES

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 006 /AONO/ CS/CIPM/2024  
DU 12/01/2024 POUR LES TRAVAUX DE CONSTRUCTION D'UN BLOC DE DEUX  
(02) SALLES DE CLASSE AVEC BUREAU POUR DIRECTEUR A L'ECOLE PUBLIQUE  
DE MAKIMTIKONG -AWING DANS L'ARRONDISSEMENT DE SANTA,  
DEPARTEMENT DE LA MEZAM, REGION DU NORD OUEST EN PROCEDURE  
D'URGENCE**

**Financement : BUDGET D'INVESTISSEMENT PUBLIC (BIP) - EXERCICE 2024**

### 1. Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire 2024, le Maire de la commune de Santa, Autorité Contractante lance pour le compte des Maîtres d'Ouvrage, un Appel d'Offres National Ouvert pour les travaux de construction d'un bloc de 02 salles de classe et bureau du Directeur dans L'ECOLE PUBLIQUE DE MAKIMTIKONG-AWING dans l'Arrondissement de Santa, Département de la Mezam, Région du Nord-Ouest.

### 2. Consistance des travaux

Les travaux comprennent notamment :

- Travaux préparatoires
- Terrassement
- Fondations
- Maçonneries en élévations
- Charpente-couverture
- Menuiserie métallique
- Electricité
- Peinture
- VRD

### 3. Délais d'exécution

Le délai maximum prévu le Maître d'Ouvrage pour la réalisation des travaux objet du présent appel d'offres est de cent-vingt (120) jours par lot.

### 4. Allotissement

Le travail est ci-après défini :  
Construction d'un bloc de 02 salles de classe dans l'école publique de MAKIMTIKONG-AWING dans l'Arrondissement de Santa.

### 5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de vingt millions (20 000 000 FCFA)

### 6. Participation et origine

La participation à cette consultation est ouverte aux entreprises de droit camerounais.

- 4- Absence ou insuffisance de la caution provisoire de soumission
- 5- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
- 6- Offres financière incomplète,
- 7- Omission du prix unitaire dans l'offre financière
- 8- Le changement d'une unité ou d'une quantité dans l'offre financière ;
- 9- Le non-respect de (75%) des critères essentiels ;
- 10- Non achèvement d'un projet pendant les années antérieures dans la Région du Nord-Ouest et étant en suspension.

#### **B - Critères essentiels**

Les critères relatifs à la qualification des candidats porteront à titre indicatif sur :

- 1- Présentation générale de l'offre ;
- 2- Capacité financière ;
- 3- Références de l'entreprise dans les réalisations similaires ;
- 4- Qualité du personnel ;
- 5- Organisation technique des travaux ;
- 6- Sécurité au chantier ;
- 7- Moyens logistiques ;
- 8- Attestation et rapport de visite du site ;
- 9- Cahier des Clauses Techniques Particulières paraphé à chaque page ;
- 10- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page.

Les critères essentiels sont soumis à des minima dont le détail est donné dans le Règlement Particulier de l'Appel d'Offres (RPAO).

#### **14. Attribution**

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins (75%) de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins (75%) des critères essentiels.

#### **15. Durée de validité des offres**

Les soumissionnaires restent engagés par leur offre pendant 90 jours à partir de la date limite fixée pour la remise des offres.

#### **16. Renseignements complémentaires**

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Commune de Santa.

Fait à Santa, le 12/01/2024

**LE MAIRE,**  
(Autorité Contractant)

Copies :

- DD MINMAP Mezam
- ARMP ;
- Président CIPM ;
- Affichage.



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#### **Article 4: Candidates allowed to compete**

4.1 If the Invitation to Tender is restricted, consultation is addressed to all candidates retained after a pre-qualification procedure.

4.2 Generally, the Invitation to Tender is addressed to all entrepreneurs, subject to the following provisions:

- (a) a bidder (including all members of a group of enterprises and all sub-Contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
- (b) a bidder (including all members of a group of enterprises and all sub-Contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:
  - i) is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of Contracts awarded for this Invitation to Tender; or
  - ii) presents more than one bid within the context of Invitation to Tender, except authorised variants according to article \_\_\_\_\_, where need be; meanwhile, this does not prevent the participation of sub-Contractors in more than one bid.
  - iii) The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public Contracts.
- (c) The bidder must not have been excluded from bidding for public Contracts.
- (d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

#### **Article 5: Building materials, materials, supplies, equipment and authorised services**

5.1 Building materials, the Contractor's materials, supplies, equipment and services forming the subject of this Contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the Invitation to Tender and all expenditure done within the context of the Contract shall be limited to the said building materials, materials, supplies, equipment and services.

5.2 Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

#### **Article 6: Qualification of bidder**

6.1 As an integral part of their bid, bidders must:

- (a) submit a power of attorney making the signatory of the bid bound by the bid; and
- (b) provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-

## **B. Tender File**

### **Article 8: Content of Tender File**

8.1 The Tender File describes the works forming the subject of the Contract, sets the consultation procedure of Contractors and specifies the terms of the Contract. Besides the addendum (addenda) published in accordance with article 10 of the General Regulations of the Invitation to Tender, it includes the following documents:

- Document No. 1. The tender notice;
- Document No. 2. The General Regulations of the Invitation to Tender;
- Document No. 3. The Special Regulations of the Invitation to Tender;
- Document No. 4. The Special Administrative Conditions;
- Document No. 5. The Special Technical Conditions;
- Document No. 6. The schedule of unit prices;
- Document No. 7. The bill of quantities and estimates;
- Document No. 8. The sub details of unit prices;
- Document No. 9. Model documents of the Contract:
  - a. The execution schedule;
  - b. Model of forms presenting the equipment, personnel and references;
  - c. Model bidding letter;
  - d. Model bid bond;
  - e. Model final bond;
  - f. Model of bond of start-off advance;
  - g. Model of guarantee in replacement of the retention fund;
  - h. Model Contract;
- Document No. 10. Models to be used by bidders;
  - a. Model Contract;
- Document No. 11. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;
- Document No. 12. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for public Contracts to be inserted by the Contracting Authority.

8.2 The bidder must examine all the regulations, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare a bid in compliance with all aspects of the said file.

### **Article 9: Clarifications on the Tender File and complaints**

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the Invitation to Tender and send a copy to the Project Owner. The Contracting Authority replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of bids.

A copy of the Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.

9.2 Between the publication of the tender notice including the pre-qualification phase of candidates and the opening of bids, any bidder who feels aggrieved in the public Contracts award procedure may lodge a complaint to the Minister in charge of Public Contracts.

- iii) the written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of Invitation to Tender.

**b. Volume 2: Technical bid**

**b.1 Information on qualifications**

The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Regulations of the Invitation to Tender.

**b.2 Methodology**

The Special Conditions of the Invitation to Tender specifies the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organisation and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-Contracting, attestation of visit of the site, where necessary, etc).

**b.3 Proof of acceptance of conditions of the Contract**

The bidder shall submit duly initialled copies of the administrative and technical documents relating to the Contract, namely:

1. The Special Administrative Conditions (SAC);
2. The Special Technical Conditions (STC).

**b.4 Commentaries (optional)**

A commentary on the technical choices of the project and possible proposals.

**c. Volume 3: Financial bid**

The Special Regulations specify the elements that will help in justifying the cost of the works, namely:

1. The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Unit Price Schedule;
3. The duly filled detailed estimates;
4. The sub-details of prices and/or breakdown of all-in prices;
5. The projected schedule of payments, where need be.

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article \_\_\_\_\_(2) of the General Regulations of the Invitation to Tender concerning the other possible forms of guarantees.

- 13.2 If in accordance with the provisions of the Special Regulations of the Invitation to Tender, the bidders present bids for several lots of the same Invitation to Tender, they could indicate rebates offered in case of award of more than one lot.

**Article 14: Bid price**

- 14.1 Except otherwise stated in the Tender File, the amount of the Contract shall cover all the works described in article 1.1 of the General Regulations of the Invitation to Tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.

indicated in annex to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be furnished by the bidder.

15.5 During the execution of the works, most of the foreign currency to be paid as part of Contract may be revised by mutual agreement between the Contracting Authority and the entrepreneur in a way as take account of any modification in the foreign currency needs within the context of the Contract.

#### **Article 16: Validity of bids**

16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in compliance.

16.2 Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in article \_\_\_\_\_ of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor shall he be authorised to do so.

16.3 Where the Contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority addressed to bidders.

The updating period shall run from the date of overrun of sixty (60) days to the date of notification of the Contract or the Administrative Order for start of execution of works by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation of bids.

#### **Article 17: Bid bond**

17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his bid.

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.

17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.

17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the Contract and furnished the required final bond.

17.6 The bid bond may be seized:

19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be a reason for disqualification.

#### **Article 20: Form and signature of bid**

20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated **"ORIGINAL"**. In addition, the bidder shall submit the number required in the General Regulations, bearing **"COPY"**. In case of discrepancy, the original shall be considered as authentic.

20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialled by the signatory (ies) of the bid.

20.3 The bid shall bear no modification, suppression or alteration unless such corrections are initialled by the signatory (ies) of the bid.

### **D. SUBMISSION OF BIDS**

#### **Article 21: Sealing and marking of bids**

21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes **"ORIGINAL"** and **"COPY"**, as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.

21.2 The external and internal envelopes:

a) should be addressed to the Contracting Authority at the address indicated in the Special Regulations;

b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription **"TO BE OPENED ONLY DURING THE BID-OPENING SESSION"** as specified in the Special Regulations.

21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.

21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

#### **Article 22: Date and time-limit for submission of bids**

22.1 The bids must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.

22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [in case of opening of financial bids] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public Contract an initialled copy of the bids presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copies to the body in charge of the regulation of public Contracts, the head of structure to which is attached the Tenders Board concerned.

It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.

The Independent Observer attaches to his report the sheet that was handed to him, including any related commentaries or observations.

#### **Article 26: Confidential nature of the procedure**

- 26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public Contracts.
- 26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.
- 26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the Contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid may do so in writing.

#### **Article 27: Clarifications on the bids and contact with the Contracting Authority**

- 27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors

- (b) If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
  - (c) Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.
- 30.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.
- 30.3 If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid shall be rejected and the bid bond may be seized.

**Article 31: Conversion into a single currency**

- 31.1 To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices of bids expressed in various currencies into those in which the bid is payable in CFA francs.
- 31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

**Article 32: Evaluation and comparison of financial bids**

- 32.1 Only bids considered as being in compliance, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.
- 32.2 By evaluating the bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid by rectifying the amount as follows:
- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
  - b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
  - c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
  - d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
  - e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
  - f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this Invitation to Tender is launched simultaneously for several lots.
  - g) If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public Contracts, the Contracting Authority and the chairperson of the Tenders Board concerned.

It must take place within a maximum deadline of five (5) working days after the publication of the results.

#### **Article 38: Signing of the Contract**

38.1 After publication of the results, the draft Contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.

38.2 The Contracting Authority has a deadline of seven (7) days to sign the Contract from the date of reception of the draft Contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

38.3 The Contract must be notified to the successful bidder within five (5) days of its date of signature.

#### **Article 39: Final Bond**

39.1 Within twenty (20) days of the notification by the Contracting Authority, the Contractor shall furnish the Project Owner with a final bond, to guarantee the complete execution of the works.

39.2 The bond whose rate varies between 2 and 5 percent of the amount of the Contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.

39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.

39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the Contract under the terms laid down in the General Administrative Conditions.

References of the General regulations	General
1.1	<p><b>Definition of works:</b> Construction of a block of two (02) classrooms and a Head Teachers Office at GS MAKIMTIKONG-AWING in Santa Sub Division, Mezam Division in the North West Region.</p> <p>Name and address of the Contracting Authority: , The Mayor Santa Council, Contracting Authority</p> <p>Reference of Invitation to Tender: N° 006 /ONIT/SC/SCITB/2024 .....</p>
1.2	Execution deadline: Ninety (120) days
2.1	<p><b>Source of financing</b> Works which form the subject of this Invitation to Tender shall be financed by the 2024 Public Investment Budget of the Ministry of and Basic education.</p>
4.1	List of pre-qualified candidates, not applicable
5.1	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

### Special regulations of the Invitation to Tender

#### 6.1 Evaluation criteria

The bids shall be evaluated according to the main criteria as follows:

##### C. Eliminatory criteria

1. -Absence or non-conformity of a document in the administrative file not regularised after 48hrs from opening time.
2. -Deadline for delivery higher than prescribed;
3. -False declaration or falsified documents;
4. -Absence or insufficient bid bond
5. -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. -Incomplete financial file;
7. -Omission of a unit price in the financial bid;
8. -Change of quantity or unit;
9. -Non respect of (75%) of essential criteria;
10. -non completion of any project in previous years in the North West Region and in suspension

##### D. Essential criteria

- 1- General presentation of the Tender Files;
- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation and report of site visit;
- 9- Special Technical Clauses Initialed in all the pages;

# ADMINISTRATIVE DOCUMENTS.

DOC N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (see model).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of Tender File issued by SANTA council treasury of 30.000 FCFA
A.6	A bid bond of <b>400,000 FCFA</b> (Four hundred thousand FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be valid within the specified time
A.9	A valid Certificate of Imposition stamped with the tariff in force
A.10	Copy of valid taxpayers card stamped with the tariff in force
A.11	Location plan of the enterprise stamped with the tariff in force
A.12	Power of attorney if necessary
A.13	Group agreement if need be

The absence or the nonconformity of the one of these documents will result to the elimination of the offer after 48hrs of no correction after opening

The second Internal Envelope shall be labeled <<ENVELOPE B: TECHNICAL DOCUMENT>> and shall contain the following:

<b>B.1</b>	<b>General presentation of the Tender Files</b>
<ul style="list-style-type: none"> <li>-Document spirally bound or slotted</li> <li>-Table of content page</li> <li>-Colour sheets separation apart from white</li> <li>- Presentation of documents in the order given in this tender</li> </ul>	
<b>B.2</b>	<b>LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS</b>

B.5.3	Prove of ownership or rental of a Concrete mixer		
B.5.4	Prove of ownership or rental of a concrete vibrator		
B.5.5	Prove of ownership or rental of a Hand compactor		
B.5.6	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket , trowels, etc.		
	Carpentry Kit : carpentry clamps, saws, hammers, etc.		
<b>B.6</b>	<b>FINANCIAL CAPACITY</b>		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
<b>B.7</b>	<b>Attestation of site visit</b> signed signed by the bidder upon honour		
<b>B.8</b>	Comprehensive report of site visit signed by the company administrator		
<b>B.9</b>	Special Technical Clauses Initialed in all the pages		
<b>B.10</b>	Special Administrative Conditions initialed in all the pages		

### ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped.(see ANNEX 3)
C2	Completed and signed frame work of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)
C4	Sub details of unit prices

- The bidders will use for this purpose the documents and models envisaged in the Tender Documents, subject to the provisions of Article 19.2 of the RGAO concerning the other possible forms of bid bond.
- The various parts of the same file must be separated with colour guides from the original as well as in the copies, so as to facilitate its examination

### Supply price

#### ARTICLE 8: Currency of payment

This National Invitation to Tender is awarded on total and Contractual price, inclusive of all taxes, firm and non-revisable for the whole of the works and the equipment defined in the present Invitation to Tender.

The corresponding amount will be calculated inclusive of all taxes and the prices will be obligatorily expressed in francs CFA.

The unit Schedule price expressed out in figures and letters and in seven (07) copies will be joined to the offer. In the event of error between the prices in figures and letters, the latter will precede and be used as a basis of calculation of the amount of the offer.

The establishment of the prices will be done on the basis of economic condition into force in Republic of Cameroon at the handover date of the offers.

The Tenders Board will propose to the Contracting Authority to award the Contract to the bidder who will have presented the offer with the lowest offer, essentially conforming to the regulations the Tender File, having satisfied to **100% of all the eliminatory criteria and at least (75%) of the essential criteria** taken into account.

The decision carrying attribution of the Contract will be published by way of press release or any other means of publication of use in the Administration.

If the Contract passed on the basis of technical alternative suggested by the bidder, the Contracting authority reserves the right to introduce all the provisions there allowing him to guarantee itself against the real overrun costs of the alternative compared to his estimate of origin. In the absence of these last precise details, any additional charge due to an alternative will be inadmissible.

To this end, it is specified that a bidder cannot claim to be compensated, if it is not taken action on his offer.

The Contracting authority reserves the right not to take action on an Invitation to Tender, if it did not obtain a proposal which appears acceptable to him.

#### **ARTICLE 16: COMMENCEMENT OF WORK:**

Before the commencement of work the Contractor must be installed on the site by the following:

- ❖ The Authorizing Officer;
- ❖ The Divisional Delegate of MINMAP or his representative;
- ❖ The Divisional Delegate of MINEPAT/Representative
- ❖ Contract Engineer/Representative.
- ❖ Technical Service, Santa Council )
- ❖ DDMINDDEVEL or rep

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If the laws and regulations in force at the date of signature of this Contract are amended after the signature of the Contract, the possible direct resulting costs shall be taken into account without gain or loss for either party.

#### **Article 5: Constituent documents of the Contract (Article 4 of GAC)**

The constituent Contractual documents of this Contract are in order of priority: (to be adapted to the nature of the works).

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the Contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents [insert and indicate, where need be, names and references].
- 7) The General Administrative Conditions applicable on public works Contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the Contract [insert and indicate, where need be, names and references].

#### **Article 6: General instruments in force**

This Contract shall be governed by the following general instruments (to be adapted according to the case):

1. Framework Law No. 96/12 of 5<sup>th</sup> August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2001/048 of 23<sup>rd</sup> February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
5. Decree No. 2006/651/PM of 16<sup>th</sup> April 2006 to lay down the procedure for implementing the tax and customs system applicable to public Contracts;
6. Decree No. 2018/366 of 20<sup>th</sup> June 2018 to institute the Public Contracts Code;
7. Decree No. 2012/074 of 8<sup>th</sup> March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
8. Decree No. 2012/075 of 8<sup>th</sup> March 2012 to organise the Ministry in charge of Public Contracts;
9. Circular No. 001/CAB/PR of 19<sup>th</sup> June 2012 relating to the award and control of execution of Public Contracts;
10. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
11. Circular [to be indicated as applicable] relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies
12. Unified Technical Documents (DTU) for building works;
13. Applicable standards;
14. Other instruments specific to the domain concerned with the Contract.

by the Contract Manager upon the proposal of the Contract Engineer and notified to the Contractor by the Contract Engineer.

- 8.7 The Contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.8 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a maximum of 30 days from the date of transmission by the Contracting Authority to the Project Manager. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.

**Article 9: Contracts with conditional phases (Article 9 of GAC)**

- 9.1 [Specify if the Contract has one or several phases]  
At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the Contractor. This attestation shall condition the start of the following conditional phase.
- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

**Article 10: Contractor's equipment and personnel (Article 15 of GAC supplemented)**

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the Contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has 5 (five) days to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the Contract as mentioned in article 45 below or the application of penalties [to be specified where need be].

**Chapter II: Financial conditions**

**Article 11 Guarantees and bonds (Articles 29 and 41 of GAC)**

**11.1 Final bond**

The final bond shall be set at 2 % of the amount of the Contract, inclusive of all taxes.

It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the Contract.

The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the works, following a release issued by the Contracting Authority upon request by the Contractor.

**11.2 Performance bond**

The retention fund shall be set at 10 % of the amount of the Contract, inclusive of all taxes.

- The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
- Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
- The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the Contractor's unforeseen.

**Article 18: Evaluation of works (article 23 of the GAC)**

This Contract is at [unit price, all-in price or unit and all-in price]

**Article 19: Evaluation of supplies (article 24 of the GAC supplemented)**

19.1 [indicate, where applicable, the modalities for payment of supplies].

19.2 No security shall be requested for payments on account on supplies.

**Article 20: Advances (article 28 of the GAC)**

20.1 The Contracting Authority may grant a start-off advance equal to 20 % of the amount of the Contract.

20.2 This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the Contractor during the execution of the Contract according to the modalities laid down in the Special Administrative Conditions.

20.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the Contract.

20.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the Contractor.

20.5 The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

**Article 21: Payment for works (articles 26, 27 and 30 of the GAC supplemented)**

**21.1 Establishment of works executed**

Before the 30<sup>th</sup> of each month, the Contractor and the Project Manager shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.

**21.2 Monthly detailed account**

- Late submission of the draft execution schedule if the lateness is caused by the Contractor.

**Article 24: Payment in case of a group of enterprises (article 33 of the GAC)**

1. In the case of a group of enterprises, indicate the method of payment of co- and sub-Contractors, where need be.
2. Indicate the method of payment of sub-Contractors, where need be.

**Article 25: Final detailed account (article 34 of the GAC)**

25.1 *[Indicate the time-limit available to the Contractor to forward the draft to the Project Manager, after the date of provisional acceptance of the works (maximum 1 month)].*

After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the Contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the Contractor may be entitled as a result of the execution of the whole Contract.

25.2 *The Contract Manager has up to thirty (30) days to notify the corrected and approved draft to the Project Manager.*

25.3 *The Contractor has up to thirty (30) days to return the signed final detailed account.*

**Article 26: General and final detailed account (article 35 of the GAC)**

26.1 *The Contract Manager or the Project Manager has up to thirty (30) days to establish the general detailed account and forward to the Contractor after final acceptance.*

At the end of the guarantee period which results in the final acceptance of the works, the Contract Manager draws up the general and final detailed accounts of the Contract which he has had signed jointly by the Contractor and the Contracting Authority. This detailed account includes:

- the final detailed account,
- the balance
- the summary of monthly payments on account.

The signing of the general and final detailed account without reservation by the Contractor definitely binds the two parties, puts an end to the Contract, except with regard to interest on overdue payments.

26.2 *The Contractor has up to thirty (30) days to return the signed final detailed account.*

**Article 27: Tax and customs regulations (article 36 of the GAC)**

Decree No. 2006/651/PM of 16 April 2006 lays down the terms and conditions for implementing the tax regulations and customs procedures applicable to public Contracts. The taxes applicable to this Contract include notably:

- Taxes and dues relating to Industrial and commercial profits, including the IAR which is a deduction on company taxes;
- Registration dues in accordance with the Tax Code;
- Dues and taxes attached to the execution of services provided for in the Contract;
  - o Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);

**Article 35: Documents to be furnished by the Contractor (Article 49 of the GAC supplemented)**  
[Specify the deadlines for the transmission of documents as well as those of approval by persons to be designated]

**35.1 Programme of works, Quality Assurance Plan and others (to be specified).**

a) Within a minimum deadline of [fifteen (15) days] from the date of notification of the Administrative Order to commence execution, the Contractor shall submit in [six (6)] copies for the approval of [Contract Manager after the endorsement of the Project Engineer] the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

This programme shall be exclusively presented according to the furnished models.

Two (2) copies of these documents will be returned to him within a deadline of fifteen (15) days from the date of reception with:

- Either the indication "GOOD FOR EXECUTION";
- Or the indication of their rejection including the reasons for the said rejection.

The Contractor has eight (8) days to present a new draft. The Contract Manager or the Project Manager then has a deadline of five (5) days to give his approval or possibly make comments. Delay in approving the draft execution schedule shall stay the execution deadline.

The approval given by the Contract Manager or Project Manager does not in any way release the Contractor of his responsibilities. Meanwhile, works executed before the approval of the programme shall neither be ascertained nor paid for. The updated and approved schedule will become the Contractual schedule.

The Contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the Contractual programme upon receiving the approval of the Project Manager. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the Contract or the nature of the works, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

- b) The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
- c) The Contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
- d) The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the Contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the Contract.

**35.2 Execution draft**

a) The execution plan documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.

- Findings on the quantity of works that have been effectively realized
- These operations shall be subject to a site report drawn up on the field, signed by the following.
- Contract Engineer
  - The Contract Manager
  - Contractor.

During this pre-reception, the Engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the reception. The Engineer shall fix the reception date in collaboration with the chief of service for the Contract.

#### **42.2 Acceptance**

The acceptance commission shall comprise:

- 1- The Contracting Authority ..... (Chairman)
- 2- The Contract Engineer or his Representative..... (Secretary)
- 3- The Store's accountant..... (Member)
- 4- DDMINDDEVEL or rep..... (Member)
- 5- DDMINMAP Mezam or rep..... (observer)
- 6- The project Manager..... (Member)
- 7- The Council follow up engineer..... (Member)
- 8- The Contractor or his Representative..... (Member)

The commission shall examine the report of the pre-acceptance and shall proceed to the acceptance. An acceptance report (process - verbal) of the works shall be prepared by the Engineer and sign by all the commission members.

#### **Article 43: GUARANTEE PERIOD.**

The guarantee period is one (01) year from the date of the provisional reception for the section of new civil Engineering works.

#### **Article 44: Article 45: Final acceptance (article 72 of the GAC)**

44.1 Final acceptance shall take place within a maximum deadline of [fifteen (15) days] from the date of expiry of the guarantee.

44.2 The Project Manager [shall [not] be member of the commission.

The procedure for final acceptance shall be the same as for provisional acceptance

### **Chapter V: Sundry provisions**

#### **Article 45: Termination of the Contract (article 74 of the GAC)**

The Contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

- Delay of more than fifteen (15) calendar days in the execution of an Administrative Order or unjustified stoppage of more than seven (7) calendar days;
- Delay in work resulting in penalties of more than 10 % of the amount of the works;
- Refusal to repeat poorly executed works;
- Default by the Contractor;
- Persistent non-payment for services.

**Document No. 6:  
Special Technical Conditions (STC)**

The Contractor shall verify all dimensions on the plans. For execution no dimension shall be measured with a scale rule from the plans. The Contractor shall check in-situ the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the Project Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Project Engineer of any changes that he considers necessary.

All modifications accepted by the Contractor shall be accomplished in a specified duration and at his cost without modification of the Contract amount. The owner of the project shall have the right to the final choice in case of any modification.

**1 - PREPARATORY WORKS – SETTING OUT:** These works concern the clearing of the site and evacuation of the rubbles to the public discharge, the clearing and leveling of the site where necessary. The setting out will be in respect to the technical plans.

The setting out profile boards will be at least 1, 20 m from the outside axes, this to facilitate trenching and other earthworks and good circulation. The commencement of excavation will be accepted by the Project Engineer without checking the conformity of the setting.

The minimal depth of the excavation trenches shall be of 80cm, and depending on the soil bearing capacity. Where there is black cotton soil or soil with low bearing capacity at the bottom of the trench, the Contractor shall continue excavation up to a depth as will be approved by the Project Engineer. The excavations will be done manually and no concrete or mortar shall be laid on the bottom of the trench without the acceptance of the trench bottom of excavation by the Project Engineer.

The descriptive notice completes or confirms the indications on the execution plans. In the case of contradictions between the plans and the descriptive notice, the project team shall be contacted for examination, elaboration and conclusion.

These technical specifications have as objective the definition of the consistence of works to be executed in accordance with the plans and according to technical norms for the construction of classroom buildings.

**3 – FOUNDATION:** Blinding concrete: The base of the foundation trenches shall be stabilized with 5cm of concrete dosed at 150kg/m<sup>3</sup>

➤ **Separate footing plus foundation walls:**

- The separate footing shall be in reinforced concrete of section 20x30 (or as per indication on the plans) dosed at 350kg/m<sup>3</sup>.
- The reinforcement shall be stirrups T6 every 20cm + 4HA10 main rods
- The foundation walls shall be realized with frog filled sand Crete blocks of section 20x20x40 dosed at 200kg/m<sup>3</sup> OR masonry foundation of 25cm thickness

➤ **FLOORING:** The floor shall be of mass concrete of thickness 8cm dosed at 350kg/m<sup>3</sup>. The floor shall be finished with a cement screed of 4cm thick, dosed at 400kg/m<sup>3</sup>

The foundation will be filled with earth of good quality in successive compacted layers of 20cm where the fill depth exceeds 30cm. An over-site concrete of thickness 12cm will be laid to cover the whole foundation area at a dosage of 350 kg/m<sup>3</sup> over the entire compacted surface.

The floor shall be in cement grout, smoothly trowel finished on a sand screed of 3mm thick.

**4 – ELEVATION WORKS:** The elevation walls will be in agglomerated hollow blocks of 15 x 20 x 40cm with a good crushing resistance. The mixing for block moulding should give at most 32 blocks per bag of cement for blocks of 15x20x40 cm. They should be kept dry for at least 21 days before laying on the elevation walls. The reinforced concrete pillars of section 15x15 and 15x30 at 350 kg/m<sup>3</sup> will be cast as one raises the agglomerated hollow blocks walls and this is to permit a good

All metal and wood works shall be painted with oil paint - Glyptal resin lacquer, in two coats. A primary coat of antirust before final painting is done. Skirting shall be carried out oil paint at 90cm from the floor, externally and internally with coffee brown colours

**10 - OUTSIDE AMENITIES AND LAYOUT PLANNING:** Gutters: To be excavated 40cm wide and 30cm deep at the rain drops. The walls of gutters are to be constructed in concrete and the floor well rolled and smoothen out with ordinary cement concrete providing a slope of 10% for the flow of water with an offshoot of at least 3m to the environment.

**Prefabricated slabs** of one meter twenty (1.20m) wide each shall be provided at the main entrance of the classrooms at right angles.

**Steps** shall be constructed out of shaped stones at the main entrance to the building at 1,20m wide as the case may be.

Equally, **ramps** of 1,20m cast insitu of one twenty (1,20m) wide each with edges protected with angle bar of 25mm shall be provided at the entrance of the building for handicaps on wheel chairs or otherwise.

**11 - PROTECTION OF THE ENVIRONMENT:** The entrepreneur will propose to the Project Engineer, before the beginning of works, the place of his yard facilities and will request his authorization of installation.

The site must be chosen outside of the sensitive zones, in order to limit the site clearing, the extraction of bushes, the setting out of the building and general circulation.

The site must foresee an adequate drainage of waters on the whole surface. The maintenance areas and of washing should be concreted. These maintenance areas should have a slope toward a cesspool provided for the purpose and toward the inside of the platform in order to avoid the out-flow of the polluting products toward the site and the neighborhood.

At the end the works, the entrepreneur will do all necessary works to the restoration of the various places of the site. The entrepreneur should fold all his material, and equipment. He should demolish all stationary installation, as foundation, support made of concrete or metallic, etc. in order to put back the site in its nearest initial state. No equipment nor materials should be abandoned on the site, nor in the vicinity after the execution of all the works. Left-over materials are to be covered with a layer of earth, and the site has to receive an adequate drainage in order to avoid all erosion as the case may be.

**12 - ORIGIN, QUALITY AND PREPARATION OF MATERIALS:** The fine and coarse aggregates may either be from the river or quarry crushed and must be approved by the Project Engineer before any use on the site. The sand (0/5) shall have very fine elements settlement of less than 4%. The gravels (5/15 or 15/25) shall be clean and well graded with very fine elements settlement of less than 2%. The cement shall be CPA 325 class from CEMENCAM or from an approved factory.

The reinforcement steel for reinforced concrete shall be of type HA FeE400 for the main reinforcement steel rods and round-smooth RL E235 for the stirrup rings. Any fill material for the foundation and the surroundings structures shall have no particle dimension above 50mm and with plasticity index of less than 35. Fill materials shall also be free from organic elements and shall have a good granularity grading. No black vegetable soil shall be accepted for backfilling.

Stones for masonry works shall be of basalt, gneiss or granite type, be esthetical and should be gotten from the quarry or deposits approved by the Project Engineer with dimension sizes of not less than 20cm.

#### 1) CONCRETE:

**-Ordinary concrete:** specifically lean concrete shall be 5cm thick and laid all round the excavated foundation trenches before the stone/block work is carried out and dosed at 150kg/m<sup>3</sup>.

### **13 GUTTERS:**

To be excavated 40cm wide and 30cm deep at the rain drops and to be provided particularly at the frontage and the two ends of the building as the topography of the terrain is relatively flat. The walls of gutters are to be constructed in concrete and the floor will be rolled and smoothen out with ordinary cement concrete providing a slope of 10% for the flow of water for level surfaces.

**15- Wood – Material:** The wood must be pure and should not have nodes, foreign bodies or fractures due to sawing. This shall be locally sawn eucalyptus.

# SCHEDULE OF UNIT PRICE

ITEM	DESCRIPTION	UNIT	Q'TY	IN FIGURES RATE	IN WORDS AMOUNT
<b>100: PRELIMINARY WORKS</b>					
101	Installation of project information board	ff	1		
102	Studies (execution planning, report of execution etc)	ff	1		
103	Clearing of vegetable soil	m <sup>2</sup>	640		
104	Implantation of the building	ff	1		
<b>200: EARTHWORKS</b>					
201	Leveling of platform	m <sup>3</sup>	450		
202	Digging of foundation trenches and footings	m <sup>3</sup>	28.5		
203	Backfilling with selected lateritic soil	m <sup>3</sup>	30		
<b>300: FOUNDATION</b>					
301	Blinding concrete	m <sup>3</sup>	2.6		
302	Foundation in black stone-walls or 20cm filled block	m <sup>2</sup>	43		
303	R.C. for footings and ground beams	m <sup>3</sup>	6.2		
304	Concrete floor (12cm thick dosed at 350kg/m <sup>3</sup> )	m <sup>3</sup>	14.5		
<b>400: WALL MASONRY</b>					
401	Blocks of 15x20x40 for wall elevation	m <sup>2</sup>	218		
402	Rendering with cement mortar dosed at 350kg/m <sup>3</sup>	m <sup>2</sup>	436		
403	R.C. for pillars, lintels, and beams dosed at 350kg/m <sup>3</sup>	m <sup>3</sup>	7.6		
404	Wall blackboard (500x120)cm with cement past finish including painting	U	4		
405	Floor finish in cement screed of 3cm and cement paste	m <sup>2</sup>	205.2		
406	Black board stages	U	2		
<b>500: ROOF</b>					
501	Truss (complete in hard wood treated, King-post = 5cm)	U	16		
502	Purlins	ml	320		
503	Noggings	m <sup>2</sup>	271		
504	Ceiling in white PVC Boards	m <sup>2</sup>	205.2		
505	Ceiling at the eaves with smooth zinc (tole lisse)	m <sup>2</sup>	53.72		
506	Aluminum roofing sheets (tole bac 5/10mm)	m <sup>2</sup>	287.5		
507	Fascia board (Tole bac 3.5/10mm of 30cm height) including lining	ml	72.28		
508	Angle sheets of 50cm large	U	23.7		
509	Alu ridge cap	ml	24.3		
510	Ventilation of roof (pre-fabricated) at the eaves	U	2		
<b>SUBTOTAL 500</b>					
<b>600: JOINERY</b>					
601	Metal door of 100x210 (with PACO and two pad locks) complete	U	4		
602	Metal door of 70x210 (with PACO and two pad locks) complete	U	1		
603	Wooden Panel door of 100x210 (with PACO and two pad locks) complete (IROKO)	U	1		
604	Metal windows of (210X90)cm	U	12		
605	Aluminum glazed windows of (210X120)cm	U	2		

**Document No. 7:**  
**Bill of quantities and estimates**

	<b>SUBTOTAL 600</b>				
	<b>700: ELECTRICAL INSTALLATIONS</b>				
701	Conduit pipes				
702	Cables V.G.V 1.5mm <sup>2</sup> for lighting	roll	1		
703	Cables TH 2.5 mm <sup>2</sup> for power sockets	roll	2.5		
704	Fluorescent lamps 4ft complete	roll	2		
705	Fluorescent lamps 2ft complete	U	14		
706	Switches built-in	U	2		
707	Power Sockets built-in	U	6		
708	Master switch for sockets	U	8		
		U	2		
709	Complete earthing of the structure(copper cable 3m, earth rod 1m etc)				
710	Fuse box + Provision to external network	ff	1		
	<b>SUBTOTAL 700</b>				
	<b>800: PAINTING</b>				
801	Priming coat in ordinary paint (National paint)				
802	Two coats of water based paint on internal walls	m <sup>2</sup>	218		
803	Two coats of water resistant paint on external walls	m <sup>2</sup>	218		
		m <sup>2</sup>	160		
804	Oil paint on metallic door (cream white) & skirting (coffee brown, 20cm from floor internally and externally)	m <sup>2</sup>	150		
	<b>SUBTOTAL 800</b>				
	<b>900: EXTERNAL WORKS</b>				
901	Rain water (run-off) gutters (35x40)cm				
902	Concreting of external veranda	ml	66.6		
		m <sup>2</sup>	53.72		
903	Concrete slab on gutter at entrances (1.2m wide) protected with 30mm angle bar at edges	u	2		
904	Concrete ramps (1.2m wide) protected with 30mm angle bar at edges				
	<b>SUBTOTAL 900</b>	u	2		
	100: PRELIMINARY WORKS				
	200: EARTHWORKS				
	300: FOUNDATION				
	400: WALL MASONRY				
	500: ROOF				
	600: METALWORKS				
	700: ELECTRICAL INSTALLATIONS				
	800: PAINTING				
	900: EXTERNAL WORKS				
	<b>TOTAL WITHOUT TAXES</b>				
	VAT: 19.25%				
	AIR: .2.2% or 5.5%				
	<b>TOTAL TAXES INCLUSIVE(TTC)</b>				
	<b>NET TO BE PAYABLE</b>				

DESIGNATION : Studies and site installation

No	Daily out put		Total quantity	Unit	Duration of activity
WORK/MAN SHIP	Category	No	Daily wage	Days break up	Amount
TOTAL A					
EQUIPMENT/MACHINES	Type	No	Daily rate	Days break up	Amount
TOTAL B					
MATERIAL AND MISCELLANEOUS	Type	Unit	Unit cost	Quantity	Amount
TOTAL C					
D	DIRECT TOTAL COST				
E	GENERAL SITE EXPENSES			A+B+C	
F	GENERAL OFFICE EXPENSES			Dx%	
G	NET COST			Dx%	
H	RISK + BENEFITS			D+E+F	
P	TOTAL COST (HT)			Gx%	
V	UNIT COST (HT)			G+H	
				P/Q'TY	

REPUBLIQUE DU CAMEROUN  
 Paix – Travail – Patrie  
 REGION DU NORD OUEST  
 DÉPARTEMENT DE LA MEZAM  
 ARRONDISSEMENT DE SANTA  
 COMMUNE DE SANTA  
 COMMISSION INTERNE DE PASSATION  
 DES MARCHES PUBLIC



REPUBLIC OF CAMEROON  
 Peace – Work – Fatherland  
 NORTH WEST REGION  
 MEZAM DIVISION  
 SANTA SUB DIVISION  
 SANTA COUNCIL  
 A COUNCIL INTERNAL  
 ENDERS BOARD

CONTRACT or JOBBING ORDER N° \_\_\_\_\_ JO/SC/SCITB/  
 2024 OF .....2024

Awarded after OPEN NATIONAL INVITATION TO TENDER N° \_\_\_\_\_ /ONIT/SC/SCITB/ 2024 OF  
 /2024 FOR THE CONSTRUCTION OF A BLOCK OF TWO (02) CLASSROOMS AND A HEAD TEACHERS  
 OFFICE AT GS MAKIMTIKONG-AWING IN SANTA SUB DIVISION, MEZAM DIVISION OF THE NORTH  
 WEST REGION.

Project Owner [Indicate name and full address]

HOLDER : [indicate name and full address of holder]

P.O. Box \_\_\_\_\_, Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Business Registry No. \_\_\_\_\_ at  
 Taxpayer's No. \_\_\_\_\_

SUBJECT : Execution of \_\_\_\_\_ works;  
 Lot No. \_\_\_\_\_; Network \_\_\_\_\_

PLACE : Region \_\_\_\_\_

EXECUTION DEADLINE : \_\_\_\_\_ ( \_\_\_\_\_ ) months

AMOUNT IN CFA F:

IAT	
EVAT	
VAT	
AIR (Income tax)	
Net to be paid	

FINANCING : [indicate the source of financing]

BUDGET HEAD : [to be completed]

SUBSCRIBED ON: \_\_\_\_\_  
 SIGNED ON: \_\_\_\_\_  
 NOTIFIED ON: \_\_\_\_\_

## Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

**Document N°. 11:**  
**Forms and models to be used by**  
**bidders**

## Annex No. 1: Model tender

I, the undersigned \_\_\_\_\_ [indicate the name and capacity of signatory]  
Representing the \_\_\_\_\_ company or enterprise or group with head office  
at \_\_\_\_\_ registered in the trade register of \_\_\_\_\_ under the number  
No. \_\_\_\_\_

Having taken cognisance of all the documents featured or mentioned in the Tender File including the addendum (addenda): the Invitation to Tender [recall the subject of the Invitation to Tender]

- After having personally taken account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;
- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File.
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender for lot No. \_\_\_\_\_ at \_\_\_\_\_ [in figures and words] CFA francs exclusive of VAT and at \_\_\_\_\_ CFA francs inclusive of all Taxes. [In figures and words].
- I pledge to execute the works within a deadline of .....months.
- I pledge to maintain my bid for [indicate duration of validity, in principle 90 days for national invitations to tender 120 days for international invitations to tender] from the deadline of submission of bids.
- Rebates and the modalities of application the said rebates shall be the following (in case of the possibility of award of several lots).

The Project Owner shall pay the sums due for this Contract by crediting account No. .... opened in ..... Bank ..... Branch

Prior to the signing of the Contract, this tender accepted by you shall constitute an agreement between us.

Done at ..... on .....

Signature of .....  
in the capacity of ..... duly authorised to sign the bids on behalf  
of .....

### Annex No. 3: Model final bond

Banks

Reference of the bond: No \_\_\_\_\_

Addressed to [Indicate the Project Owner and his address] Cameroon, hereinafter referred to as the "Project Owner"

Whereas \_\_\_\_\_ [name and address of Contractor], hereafter referred to as "the Contractor", has committed himself, in execution of the Contract referred to as "the Contract", to carry out [indicate the nature of the works].

Whereas it is stated in the Contract that the Contractor shall entrust to the Project Owner a final bond of an amount equal to [indicate the percentage between 2 and 5%] of the amount of the corresponding portion of the Contract, as guarantee of the execution of his full obligations in accordance with the terms of the Contract,

Whereas we have agreed to issue the Contractor this guarantee,

We, \_\_\_\_\_ [name and address of bank]  
represented by \_\_\_\_\_ [name of signatories],  
hereinafter referred to as "the bank", commit ourselves to pay the Project Owner, within a maximum deadline of eight (8) weeks, upon the simple written request declaring that the Contractor has not satisfied his Contractual commitments within the meaning of the Contract, without being able to defer the payment nor raise any contests for whatever reason, any sum up to the sum of \_\_\_\_\_ [in figures and words].

We agree that no change or addendum or any other amendment to the Contract shall free us of any obligation incumbent on us by virtue of this final bond and we hereby incline to any notification, addendum or change.

This final bond shall enter into force upon signature and notification of the Contract. It shall be released within a deadline of [indicate the deadline] from the date of the provisional acceptance of the works.

After this date, the bond shall be baseless and should be returned to us without the express request on our part.

Any request for payment made by the Project Owner by virtue of this guarantee should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.

This bond shall, for purposes of its interpretation, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.

Signed and authenticated by the bank at \_\_\_\_\_ on \_\_\_\_\_

[Signature of the bank]

**ANNEX No. 5: Model of performance bond (Retention fund)**

Bank: \_\_\_\_\_  
Reference of the bond: No. \_\_\_\_\_

Addressed to [Indicate the Project Owner]  
[Address of Contracting Authority]

Hereinafter referred to as "the Project Owner"

Whereas \_\_\_\_\_ name and address of Supplier] hereinafter referred to "the Contractor",  
pledged, in execution of the Contract, to carry out the works of [indicate the subject of the works]

Whereas it is stipulated in the Contract that the retention fund fixed at [percentage below 10 % to  
be specified] of the amount of the Contract may be replaced by a joint guarantee,

Whereas we have agreed to provide the Contractor with this guarantee,

We, 12/01/2024 \_\_\_\_\_ [name and address of the bank],

Represented by \_\_\_\_\_ [names of signatories] and hereinafter referred to  
as "the bank",

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the  
Project Owner for a maximum amount of \_\_\_\_\_  
[in figures and letters] corresponding to [percentage below 10 % to be specified] of the Contract  
price.

And we pledge to pay to the Project Owner within a maximum deadline of eight (8) weeks upon his  
simple written request declaring that the Contractor has not fulfilled his Contractual obligations or is  
indebted to the Project Owner within the meaning of the Contract, amended where need be, by its  
additional clauses, without being able to defer the payment nor raise any contest for whatever  
reason, any sum(s) within the limits of the amount equal to [percentage below 10 % to be specified]  
of the total amount of the works featuring in the final detailed account, without the Project Owner  
having to prove or give the reasons nor the motive for the amount of the sum indicated above.

We hereby agree that no change or addendum or any other amendment shall release us of any  
obligation incumbent on us by virtue of this bond and we hereby incline by the present to the  
notification of any amendment, addendum or change.

This bond shall enter into force upon signature. It shall be released within thirty (30) days from the  
date of the final acceptance of the works and upon release issued by the Project Owner.

Any request for payment made by the Project Owner by virtue of this bond should be done by  
registered mail with acknowledgement of receipt to reach the bank during the period of validity of  
this commitment.

This bond shall, for purposes of its interpretation and execution, be subject to Cameroon law.  
Cameroon courts shall be the only jurisdictions competent to rule on this pledge and its consequences.

Signed and authenticated by the bank at \_\_\_\_\_ on \_\_\_\_\_

[Signature of the bank]

## Document N°. 12: Preliminary studies

*[To be systematically filled by the Project Owner based on the nature of services to be executed and according to the specifications of Point 5.a of Circular No. 006/CAB/PM of 18 April 2008 relating to the respect of rules governing the award, execution and control of public Contracts]*

**Document N°. 13:**  
**List of banking establishments and  
financial bodies authorised to issue  
bonds for public Contracts**

## ANNEX 7: EVALUATION GRID

**OPEN NATIONAL INVITATION TO TENDER N° 006 /ONIT/SC/SCITB/ 2024 OF  
FOR THE CONSTRUCTION OF A BLOCK OF TWO (02) CLASSROOMS AND A HEAD TEACHERS  
OFFICE AT GS MAKIMTIKONG-AWING IN SANTA SUB DIVISION, MEZAM DIVISION OF THE  
NORTH WEST REGION.**

### ADMINISTRATIVE DOCUMENTS.

DOC N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (see model).
A.3	Certificate of non-bankruptcy established by the Court of 1st Instance or the Chamber Commerce Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of Tender File issued by SANTA council treasury of 30.000 FCFA
A.6	A bid bond of <b>400,000 FCFA</b> (Four hundred thousand FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be valid within the specified time
A.9	A valid Certificate of imposition stamped with the tariff in force
A.10	Copy of valid taxpayers card stamped with the tariff in force
A.11	location plan of the enterprise stamped with the tariff in force
A.12	Power of attorney if necessary
A.13	Group agreement if need be

**The absence or the nonconformity of the one of these documents will result to the elimination of the offer after 48hrs of no correction after opening**

The second Internal Envelope shall be labeled <<ENVELOPE B: TECHNICAL DOCUMENT>> and shall contain the following:

<b>B.1</b>	<b>General presentation of the Tender Files</b>
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B.4.8	Security and safety at the site		
B.4.9	Duration of execution in respect with the Tender File		
<b>B.5</b>	<b>LOGISTICS (Equipment put aside for this project)</b>		
B.5.1	Prove of ownership or rental of a pick-up or other vans		
B.5.2	Prove of ownership or rental of a dump truck		
B.5.3	Prove of ownership or rental of a Concrete mixer		
B.5.4	Prove of ownership or rental of a concrete vibrator		
B.5.5	Prove of ownership or rental of a Hand compactor		
B.5.6	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket , trowels, etc. Carpentry Kit : carpentry clamps, saws, harmers, etc.		
<b>B.6</b>	<b>FINANCIAL CAPACITY</b>		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
<b>B.7</b>	<b>Attestation of site visit</b> signed signed by the bidder upon honour		
<b>B.8</b>	Comprehensive report of site visit signed by the company administrator		
<b>B.9</b>	Special Technical Clauses initialed in all the pages		
<b>B.10</b>	Special Administrative Conditions initialed in all the pages		

#### ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped.(see ANNEX 3)
C2	Completed and signed frame work of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)
C4	Sub details of unit prices

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least (75%) of the essential criteria taken in account.

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least (75%) of the essential criteria.

#### A. Eliminatory criteria

- 1- Absence or non-conformity of an element in the administrative file not furnished after 48hrs from opening time
- 2- Deadline for delivery higher than prescribed;
- 3- False declaration or falsified documents;
- 4- Absence or insufficient bid bond not regularised after 48h from opening time

## PLANS



